

GOVERNMENT OF ASSAM
OFFICE OF THE RESIDENT COMMISSIONER : ASSAM BHAWAN
NO.1, S. P. MARG, CHANAKYAPURI : NEW DELHI - 110021
Phone : 011-26877111 / 26116444 Fax: 011-26117059
Email ID: rcofficeassambhawan@gmail.com

No.RC/E(HK)Pt-I/120/2017/162/1601

Dated New Delhi, the 30th May, 2023

To : The Director of Information and Public Relations,
Government of Assam,
Assam Secretariat, Dispur Last Gate, Dispur, Guwahati-781006.

Sub : Publication of the advertisement of Open Competitive Bidding documents for hiring of
Catering Service (Restaurant Management) at Assam House, New Delhi.

Sir,

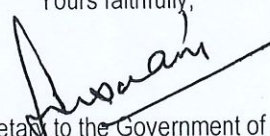
With reference to the subject cited above, I am directed to forward herewith copy of memo NoRC/E(HK)Pt-I/120/2017/1600 Dated 30/05/2023 for publishing advertisement of Open Competitive Bidding documents for hiring of Catering Service (Restaurant Management) at Assam House, New Delhi.

You are requested to take necessary action for wide publicity of the advertisement through two leading Daily Newspapers in vernacular language and one Hindi and English National Daily Newspapers.

The Advertisement so published may be intimated with the date of publication and the name of Newspapers to the office of the Resident Commissioner, Government of Assam, Assam Bhawan, New Delhi with copies of the paper's cuttings.

This is for favour of your kind information and appropriate action.

Yours faithfully,

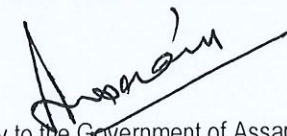

Joint Secretary to the Government of Assam
General Administration Department &
Officer on Special Duty
Assam Bhawan, New Delhi

Memo No.RC/E(HK)Pt-I/120/2017/161-A/1602

Dated New Delhi, the 30th May, 2023

Copy for information and necessary action to :-

- 1) SIO, NIC, Assam Unit. He is requested to post this advertisement in Govt. website as above.
- 2) PS to the Commissioner and Secretary to the Government of Assam, General Administration Department, Dispur, Guwahati-781006 for kind appraisal of the Commissioner and Secretary.
- 3) PA to Special Principal Resident Commissioner, Government of Assam, Assam Bhawan, New Delhi for kind appraisal of Principal Resident Commissioner.
- 4) Notice Board, Assam Bhawan, New Delhi


Joint Secretary to the Government of Assam
General Administration Department &
Officer on Special Duty
Assam Bhawan, New Delhi

*** **

OPEN COMPETITIVE BIDDING

(Single stage - Two envelope bidding)

BIDDING DOCUMENT

for

PROCUREMENT OF

Catering Service (Restaurant Management) at Assam House, New Delhi

Bid Ref. No.: RC/E(HK)/PT-I/120/2017/1600

(Date of Issue): 30/05/2023

Bid invited by

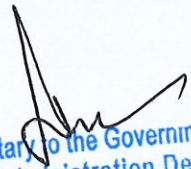
Office of the Resident Commissioner, Assam Bhawan, New Delhi

Address : Assam House, 1, Lokpriya Gopinath Bordoloi Marg,

Chanakyapuri, New Delhi - 110021

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General Administration Department &
Officer on Special Duty
Assam Bhawan, New Delhi

Section I – Notice Inviting Bids (NIB)

Bid Ref. No.RC/E(HK)Pt.I/2017/1600

Dated: 30/05/2023

1. The Resident Commissioner, Assam Bhawan, New Delhi invites Bids from reputed and financially sound Companies / Firms /Agencies with experience in providing *authentic Assamese and ethnic* food and beverages, for providing **Restaurant Management / Catering Service at Assam House, 1, Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021** :

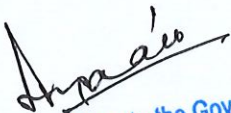
| Sl. No. | Brief Description of Services | Tenure of Contract | Bid Security (Rs.) |
|---------|---|--|-----------------------------------|
| 1 | Catering Services (Restaurant Management) at Assam Bhawan, New Delhi | 1 year from date of commencement of work (subject to satisfactory performance) | Rs. 2,00,000/- (Two Lakh Only) |

2. Important Dates

- (i) Pre-bid Enquiry : Any working day within 10 days from the date of issue of this advertisement.
- (ii) Last Date of submission of Bids: 30/06/2023 upto 03.00 pm
- (iii) Opening of Technical Bids : 30/06/2023 at 04.00 pm
- (iv) Opening of Financial Bids : 04/07/2023 at 03.00 pm

3. Bidders must furnish full data and information as required in this bid document.
4. All Bids must be accompanied by a Bid Security as mentioned in the table above.
5. The interested bidders will have to collect the bid document from the Office of the Resident Commissioner, Assam Bhawan, New Delhi (Address : Assam House, 1, Gopinath Bordoloi Marg, Chanakyapuri, New Delhi – 110021 during office hours.
6. Bidders should submit the bids within the stipulated date and time in sealed envelope(s) and clearly superscribe the envelope with Project Title – **“Expression of Interest for Providing Restaurant Management / Catering Services at Assam House, New Delhi”** through Registered Post/ by hand addressed to **“The Principal Resident Commissioner, Assam Bhawan, New Delhi, Address : Assam House, 1, Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021”**.
7. The bid shall consist of two parts- Technical Bid and Financial Bid. Both the bids are to be placed in two sealed envelopes (clearly super scribing “Technical Bid” and “Financial Bid”) which are to be placed in one single sealed envelope. The bids of all parties whose financial bid is not in a separate sealed cover shall be rejected forthwith. Financial bids of only those parties shall be opened whose technical bids are found to be acceptable while, the Financial Bids of disqualified technical bidders shall be returned unopened. The bids received after the last date shall summarily be rejected.

Sd/- **R. C. Joshi, IAS**
Special Principal Resident Commissioner
Government of Assam
Assam Bhawan, New Delhi


Joint Secretary to the Government of Assam
General Administration Department &
Officer on Special Duty
Assam Bhawan, New Delhi

Section II – Instructions to Bidders (ITB)

A. GENERAL

1. Introduction


- 1.1 In connection with the Notice Inviting Bids (NIB) for Procurement of Catering (Restaurant Management) Services as **specified in the Section III - Bid Data Sheet (BDS)**, the Procuring Entity as **specified in the BDS**, has issued these Bidding Documents for the delivery of Catering (Restaurant Management) Services as **specified in Section V – Activity Schedule**.
- 1.2 This Section provides the relevant information as well as instructions to assist prospective Bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Procuring Entity for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- 1.3 Before preparing the bid and submitting the same to the Procuring Entity, the Bidder should read and examine all the terms & conditions, instructions, etc. contained in the Bidding Documents. Failure to provide required information or to comply with the instructions incorporated in this Bidding Documents may result in rejection of bids submitted by Bidders.
- 1.4 The Bidder, at its own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for performing the Services. The costs of visiting the Site shall be at the Bidder's own expense
- 1.5 The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and subsequently processing the same. The Procuring Entity shall, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.

2. Language of Bids

- 2.1 Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Procuring Entity, shall be written in English language. However, the language of any printed literature furnished by the Bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

3. Code of Integrity

- 3.1 The Procuring Entity and all officers or employees of the Procuring Entity, whether involved in the bid process or otherwise, or Bidders and their representatives or Consultants or Service Providers participating in a bid process or other persons involved, directly or indirectly in any way in a bid process shall maintain an unimpeachable standard of integrity.
- 3.2 Govt. of Assam prescribes to the Procuring Entity and Bidders to uphold the Code of Integrity, which prohibits officers or employees of Procuring Entity or a person participating in a bid process the following:


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- i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the bid process or to otherwise influence the bid process;
- ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- iii. any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the bid process;
- iv. improper use of information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the bid process or for personal gain;
- v. any financial or business transactions between the Bidder and any officer or employee of the Procuring Entity, who are directly or indirectly related to tender or execution process of contract;
- vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the bid process;
- vii. any obstruction of any investigation or audit of a bid process;
- viii. making false declaration or providing false information for participation in –

a) tender process or to secure a contract;

b) disclosure of Conflict of Interest;

c) Disclosure by the Bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity.

3.3 In case of any breach of the Code of Integrity by a Bidder or a prospective Bidder, as the case may be, the Procuring Entity after giving a reasonable opportunity of being heard, may take appropriate measures including –

- a) exclusion of the Bidder from the bid process;
- b) calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- c) forfeiture or encashment of any other security or bond relating to the bid;
- d) recovery of payments made by the Procuring Entity along with interest thereon at bank rate;
- e) cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
- f) debarment of the Bidder from participation in any future bids of any Procuring Entity for a period not exceeding three years.

4. Conflict of Interest

- 4.1 Conflict of Interest for a Procuring Entity or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations
- 4.2 Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following -
- a) Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a bid official;
 - b) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
 - c) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the Procuring Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
 - d) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procuring Entity;
- 4.3 The situations in which Bidders participating in a bid process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following -
- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the bid process or execution of contract;
 - b) If they receive or have received any direct or indirect subsidy from any other Bidder;
 - c) If they have the same legal representative for purposes of the bid;
 - d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
 - e) If they participate in more than one bid in the same bidding process;
 - f) If they have controlling partners in common;
- 4.4 In case of a holding company having more than one independent units or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such Bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business;

5. Eligible Bidders

- 5.1 Bidder shall be a natural person, private entity, government-owned entity or, any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India or any other country with which India has not banned trade relations.
- 5.2 Bidder should not have a Conflict of Interest as prescribed and specified in ITB Para 4, which materially affects fair competition.
- 5.3 In addition, any Bidder participating in the procurement process shall –
- (i) have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority;
 - (ii) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
 - (iii) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
 - (iv) not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.
- 5.4 In the 'Letter of Bid' to be submitted by the Bidder, as per format given in **Section VI - Bidding Forms**, all Bidders shall provide a signed statement that the Bidder fulfils the eligibility requirements given in ITB Para 5.3;

6. Bidders' Qualification

- 6.1 Bidders should substantially meet the qualification criteria as stipulated in the **Section IV - Evaluation and Qualification Criteria**.
- 6.2 Bidders should fill and submit the Forms provided in **Section VI - Bidding Forms** complete in all manner, no space or column should be left blank and bidder should submit relevant documents in support of fulfilment of Bidder's qualification, along with its bid.

B. BIDDING DOCUMENTS

7. Content of Bidding Documents

7.1 The Bidding Documents include the following Sections.

- Section I Notice Inviting Bids (NIB)
- Section II Instructions to Bidders (ITB)
- Section III Bid Data Sheet
- Section IV Evaluation and Qualification Criteria
- Section V Activity Schedule
- Section VI Bidding Forms
- Section VII General Conditions of Contract (GCC)
- Section VIII Special Conditions of Contract (SCC)

7.2 Unless obtained directly from the Procuring Entity's office, Procuring Entity shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB Para 10.

7.3 Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

7.4 The cost of preparing the bids, presentation and of negotiating the contract including site visits etc. will be borne by the bidders themselves and in no case will be reimbursable by the office of Resident Commissioner, Assam Bhawan, New Delhi.

8. Clarifications of Bidding Documents

8.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity's address **specified in the BDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**.

8.2 The Procuring Entity shall also promptly publish brief description of the enquiry but without identifying its source and its response on its noticeboard as **specified in the BDS**.

8.3 Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Entity shall amend the Bidding Documents following the procedure given under ITB Para 10.

9. Pre-Bid Meeting

9.1 In order to provide response to any doubt regarding Bidding Documents, or to clarify issues, a pre-bid meeting may be scheduled, **as specified in the BDS**.

9.2 During the pre-bid meeting, the clarification sought by representative of prospective Bidders shall be responded appropriately. However, they shall be asked to submit their written request by close of office next day. The Procuring Entity shall publish written response to such requests for clarifications, without identifying its source. In case required, amendment(s), in terms of ITB Para 10 below shall be issued, which shall be binding on all prospective Bidders.

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10. Amendments to Bidding Documents

- 10.1 At any time prior to the deadline for submission of bids, the Procuring Entity may, pursuant to ITB Para 8 and 9 and for any reason deemed fit by it, amend or modify the Bidding Documents by issuing Amendment(s).
- 10.2 Such Amendment(s) will be published in the Notice Board of Assam House, New Delhi as specified in the BDS and the same shall be binding on all prospective Bidders.
- 10.3 In order to give reasonable time to prospective Bidders to take necessary action in preparing their bids, the Procuring Entity may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.
- 10.4 Any Bidder who has obtained the Bidding Documents should check the Amendment(s), if any, issued on the Notice Board of Assam House, New Delhi. The Procuring Entity shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on the Notice Board of Assam House, New Delhi.

C. PREPARATION OF BIDS

11. Documents Comprising the Bid

- 11.1 The bid submitted by the Bidder shall be in Two Separate Envelops and shall comprise the following:

A. Technical Bid

- i) Letter of Bid as per Form provided in **Section VI – Bidding Forms**
- ii) Bid Security furnished in accordance with ITB Para 17;
- iii) Bidder Information Form as per Form provided in **Section VI: Bidding Forms**;
- iv) Documents establishing Bidders' eligibility and qualification in accordance with ITB Para 16.2 and Forms given in **Section VI: Bidding Forms**;
- v) Bidder firm's Certificate of Incorporation/ Registration, Article and Memorandum of Association or any such registration document;
- vi) Self-attested copy of Income Tax Registration Certificate / PAN card;
- vii) Self-attested copy of GSTIN registration;
- viii) Any other document **as required in the BDS**
- ix) An Undertaking from the Bidders to the effect that they agree and abide by the clauses / conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.
- x) Proposed Priced Menu Chart in accordance with ITB Para 14.

B. Financial Bid

- i) License Fee offer form provided in **Section VI – Bidding Forms**.

12. Letter of Bid and Priced Menu Chart

- 12.1 The Letter of Bid and Priced Menu Chart shall be prepared as per the Forms furnished in **Section VI: Bidding Forms**. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

- 13.1 Alternative bids shall not be considered.

14. Bid Prices:- License Fees and Menu Prices

- 14.1 The prices quoted by the Bidder in the Priced Menu Chart shall conform to the requirements specified below.
- 14.2 All items thereunder must be listed and priced separately in the Priced Menu Chart. No column should be left blank.
- 14.3 The Contract shall be for the preparation and catering of items, as described in **Section V – Activity Schedule**, based on the finalized Priced Menu Chart, as approved by the Office of the Resident Commissioner, Assam Bhawan, New Delhi.
- 14.4 The Bidder shall fill in rates and prices for all items as listed in the Priced Menu Chart. The Bidder can add items to the list as per format provided, if interested.
- 14.5 The Bidder shall quote the License Fee amount offer in the Form provided in **Section VI – Bidding Forms**

15. Bid Currency

- 15.1 The Bidder should submit its quote, for the Priced Menu Chart, as well as License Fee amount offer, in Indian Rupees only.
- 15.2 Bids, where prices are quoted in any other currency shall be treated as non-responsive and rejected.

16. Documents establishing the eligibility and Qualification of the Bidder

- 16.1 To establish Bidder's their eligibility, Bidders shall complete the Letter of Bid, included in **Section VI - Bidding Forms**.
- 16.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction that the Bidder meets each of the qualification criterion specified in **Section IV - Qualification and Evaluation Criteria**.

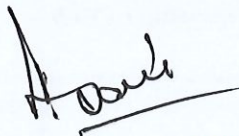
17. Bid Security

- 17.1 The Bidder shall furnish as part of its bid, a bid security in the amount as **specified in the BDS**.
- 17.2 Bidders belonging to Scheduled Caste (SC), Scheduled Tribes (ST) Other Backward Classes (OBC) and any other class of Bidders notified by government from time to time may deposit 50% of the stipulated amount of Bid Security, but in such cases, documentary proof regarding their caste issued by the competent authority must also be submitted along with the Bid.

- 17.3 The bid security shall be in any of the following forms at the Bidder's option:
- a) Fixed Deposit Receipt (FDR) or Term Deposit Receipt (TDR) issued by Scheduled Bank in India duly pledged to the Resident Commissioner, Assam Bhawan, New Delhi; or
 - b) Bank Guarantee issued by a Scheduled Bank in India.
- 17.4 In case, bid security is submitted in form of Bank Guarantee, it should be submitted using the form provided in **Section VI - Bidding Forms**. The Bank Guarantee submitted as Bid Security shall be verified and confirmed from the competent authority of the concerning issuing Bank.
- 17.5 The Bid Security must remain valid for at least forty-five (45) days beyond the original or extended validity period of the bid.
- 17.6 Any bid not accompanied by a Bid Security as specified in ITB Para 17.2 and 17.3 and not secured as indicated in Para 17.5 shall be rejected by the Procuring Entity as non-responsive.
- 17.7 The bid security of a Bidder lying with the Procuring Entity, if any, in respect of other bids awaiting decision shall not be adjusted towards bid security required under this Bidding Documents.
- 17.8 The Bid Security of unsuccessful Bidder shall be released within 5 working days after signing of Agreement and deposit of performance security by the successful Bidder.
- 17.9 The Bid Security of successful Bidders shall be released within 5 working days upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Para 38. As an alternative, the amount of Bid Security may be adjusted with the amount of performance security required from him or refunded if the successful Bidder furnishes the full amount of performance security.
- 17.10 In case Procuring Entity decides to cancel the procurement process, it shall return the bid security of all Bidders after the decision to cancel procurement process.
- 17.11 The Bid Security of the Bidder, who withdraws its bid prior to deadline for submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of the bids.
- 17.12 The Bid Security deposited by a Bidder shall be forfeited in the following cases:
- (a) when the Bidder withdraws or modifies its bid after opening of bids;
 - (b) when the Bidder does not deposit the required performance security within the specified period; and
 - (c) if the Bidder breaches any provisions of Code of Integrity prescribed for Bidders as per ITB Para 3.

18. Format and Signing of Bids

- 18.1 The bid shall be typed or written in ink with all pages serially numbered and signed by the Bidder or a person duly authorized to sign on behalf of the Bidder in token of acceptance of the terms and conditions of the Bidding Documents. This authorization shall consist of a written confirmation **as specified in the BDS** which shall be attached to the Bid.


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Officer on Special Duty
Assam Bhawan, New Delhi

D. SUBMISSION AND OPENING OF BIDS

19. Sealing, Marking and Submission of Bids

- 19.1 Bidders may submit their bids at the Office of the Resident Commissioner, Assam Bhawan, New Delhi, Address : Assam House, 1, Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi, 110021 by hand or through Registered Post with the stipulated date and time in sealed envelope(s) and clearly superscribed with Project Title – “Expression of Interest for Providing Restaurant / Catering Services at Assam House, New Delhi”. No other mode of submission shall be accepted. In case of physical submission of the bid at Assam House, the “Date of Submission” of the bid must be mentioned clearly on the top of the outer envelope.
- 19.2 The bid shall consist of two parts- Technical Bid and Financial Bid. Technical and Financial Bid shall be submitted in separate envelopes in the predefined format only. Both the bids are to be placed in two sealed envelopes (clearly super scribing “Technical Bid” and ‘Financial Bid’) which are to be placed in one single sealed envelope. The bids of all parties whose financial bid is not in a separate sealed cover shall be rejected forthwith. Financial bids of only those parties shall be opened whose technical bids are found to be acceptable while, the Financial Bids of disqualified technical bidders shall be returned unopened. The bids received after the last date shall summarily be rejected.

20. Deadline for Submission of Bids

- 20.1 Bids must be received by the Procuring Entity at the address and no later than the date and time **specified in the BDS.**
- 20.2 The date of submission and opening of bids shall not be extended except when –
- a) sufficient number of bids have not been received within the given time and the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or
 - b) the Bidding Documents are required to be substantially modified as a result of discussions in pre-bid meeting or otherwise and the time for preparations of bids by the prospective Bidders appears to be insufficient for which such extension is required.
- 20.3 In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB Para 10, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline extended.
- 20.4 If the due date for submission of bids is not a working day, the bids shall be received and opened at the same time and hour on the next working day.

21. Late Bids

- 21.1 Bidders shall not be allowed to submit their bids after the deadline of bid submission.

22. Withdrawal, Substitution and Modification of Bids

- 22.1 A Bidder may withdraw, substitute, or modify its bid before the deadline of bid submission. However in case, if a bid has been physically deposited previously in the tender box kept in the Assam House then, the modified bid must be complete in all respect and must mention the words “Modified Bid” along with the “Date of submission” on the top of outer envelope. In such a scenario, the previous bid deposited by the bidder shall be opened and considered only for the purpose of bid security and not for any bid qualification or evaluation purpose.

23. Opening of Bids

- 23.1 The bids will be opened by the Bid Opening Committee constituted by the Procuring Entity at the time, date and place **as specified in the BDS.**

E. EVALUATION AND COMPARISON OF BIDS

24. Confidentiality

- 24.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders
- 24.2 Any effort by a Bidder to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Bid.
- 24.3 Notwithstanding ITB Para 24.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

25. Preliminary Examination of Bids

- 25.1 The Bid Evaluation Committee constituted by the Procuring Entity shall conduct a preliminary scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
- (a) that the bid is signed, as per the requirements listed in the Bidding Documents;
 - (b) that the bid is accompanied by due Bid Security;
 - (c) that the bid is unconditional and that the Bidder has agreed to give the required performance security; and
 - (d) whether any other conditions specified in the Bidding Documents are fulfilled.

26. Clarification of Bids

- 26.1 To assist in the examination, evaluation, comparison and qualification of the bids, the Bid Evaluation Committee may, at its discretion, ask any Bidder in writing for clarification by a specific date regarding its bid specifically therein that if the Bidder does not comply or respond by that date his bid shall be liable to be rejected. The request of the Committee for clarification and the response of the Bidder thereto shall be in writing. Depending on the outcome, such bids shall be ignored or considered further;
- 26.2 Any clarification submitted by a Bidder with regard to his bid that is not in response to a request by the Committee specifically shall not be considered;
- 26.3 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Committee in the evaluation of the financial bids;
- 26.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances;
- 26.5 All communication generated as above shall be included in the record of the procurement proceedings.

27. Immaterial Non-conformities in Bids

- 27.1 The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive;
- 27.2 The Bid Evaluation Committee may request the Bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period of time. Failure of the Bidder to comply with the request within the given time shall result in the rejection of its bid;

27.3 The Bid Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the information or documentation received from the Bidder under ITB Para 27.2.

28. Determination of Responsiveness

28.1 The Bid Evaluation Committee constituted by the Procuring Entity shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;

28.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where: -

- (a) "deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

28.3 A "material deviation, reservation, or omission" is one that,

(a) If accepted, shall:-

- (i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
- (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Employer or the obligation of the Bidder under the proposed contract; or

(b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;

28.4 The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;

28.5 The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;

28.6 Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

29. Nonconformities, Errors and Omissions

29.1 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any nonconformities in the Bid.

29.2 Provided that a bid is substantially responsive, the Procuring Entity or authorized representative may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

29.3 Provided that a bid is substantially responsive, the Bid Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

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30. Correction of Arithmetical Errors

30.1 Provided that the Bid is substantially responsive, the Bid Evaluation Committee shall correct arithmetical errors in the following cases, namely:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a calculation of the total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.2 If the price bid is ambiguous leading to two equally valid total price amounts, the bid shall be treated as non-responsive and rejected.

30.3 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB Para 30.1, shall result in the rejection of the Bid.

31. Subcontractors

31.1 Subcontracting is not permitted. The successful Bidder shall not hand over the possession of premises or he shall not reassign this contract or sub-lease the premises to any third party during the period of contract.

32. Evaluation of Bids

32.1 The Procuring Entity / Evaluation Committee shall use the criteria and methodologies listed in this Clause and in **Section IV: Evaluation and Qualification Criteria**. No other evaluation criteria or methodologies shall be permitted.

32.2 To evaluate a Bid, the Procuring Entity / Evaluation Committee shall consider the following:

- (a) evaluation will be done for the Technical Qualifications, as **specified in the BDS**; and the Financial Bids as quoted in accordance with ITB Para 14.
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Para 30.1.
- (c) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB Para 27.3.
- (d) the additional evaluation factors are specified in **Section IV: Evaluation and Qualification Criteria**.

33. Comparison of Bids

33.1 The Procuring Entity / Evaluation Committee shall compare the marks obtained of all substantially responsive bids established in accordance with ITB 32.2 to determine the most qualified bid.

33.2 The additional criteria for comparison of bids of substantially responsive bids are specified in **Section IV - Evaluation and Qualification Criteria**.

34. Qualification of the Bidder

- 34.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the most qualified and substantially responsive bid meets the qualifying criteria **specified in Section IV - Evaluation and Qualification Criteria**.
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Para 16.
- 34.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity / Evaluation Committee shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

35. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids

The Procuring Entity reserves the right to accept or reject any bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Procuring Entity shall keep record of clear and logical reasons properly for any such action/recall of bidding process. In case of cancellation/annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. AWARD OF CONTRACT

36. Award Criteria

- 36.1 Subject to ITB 35, the Procuring Entity shall award the Contract to the Bidder whose bid has been accepted after evaluation of bids.

37. Notification of Award

- 37.1 The Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted through a notification letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance").
- 37.2 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

38. Performance Security

- 38.1 Within Seven (7) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Bidder, shall furnish the Performance Security in accordance with the GCC.
- 38.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.


39. Signing of Contract

- 39.1 Promptly after notification of Award, the Procuring Entity shall send the successful Bidder the Contract Agreement.
- 39.2 Within Seven (7) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.


Section III – Bid Data Sheet (BDS)

The following specific data for the Catering (Restaurant Management) Services shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

| ITB Para Reference | Particulars |
|------------------------|--|
| | A. General |
| ITB 1.1 | The reference number of the Notice Inviting Bids (NIB) is: <i>RC/E(HK)Pt-I/120/2017/1600 dated 30/05/2023</i> The Procuring Entity is: <i>Office of The Resident Commissioner, Assam Bhawan, New Delhi</i> |
| | B. Bidding Documents |
| ITB 8.1 | The Procuring Entity's address for the purpose of any clarification is: <u>rcofficeassambhawan@gmail.com</u> Requests for clarification should be received by the Procuring Entity no later than: <u>Ten [10] days from the date of issue of the Tender Notice</u> |
| ITB 8.2 | <i>Office of The Resident Commissioner, Assam Bhawan, New Delhi</i> |
| ITB 9.1 | Pre-Bid Meeting shall be scheduled: Yes In case <u>Pre-Bid Meeting</u> is scheduled, name of contact person, venue, time and date for pre-bid meeting are specified as under: Name of contact person: <u>Smti Benu Musahari, ACS, Deputy Secretary, Govt. of Assam, GAD & DRC, Assam Bhawan, New Delhi.</u> Contact Details (Phone / Mobile/ E-mail): 9717217953 / <u>rcofficeassambhawan@gmail.com</u> Address of Venue: Assam House, No.1 Bordoloi Marg, Chanakyapuri, New Delhi -110021 Time and Date: [12/06/2023 at 02.00 pm] |
| ITB 10.2 | <i>Office of The Resident Commissioner, Assam Bhawan, New Delhi</i> |
| | C. Preparation of Bids |
| ITB 11.1 (viii) | Not applicable |
| ITB 13.1 | Alternative Bids shall not be considered. |
| ITB 14.4 | The price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account. |
| ITB 17.1 | The amount of Bid Security shall be Rs. 2,00,000/- (Two Lakh only) |
| ITB 17.9 | The bid security shall not be adjusted with the amount of performance security required from him. The bid security of successful Bidder shall be refunded upon submission of the full amount of performance security by the successful Bidder. |


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| | |
|--------------|--|
| ITB 18.1 | The written confirmation of authorization to sign on behalf of the Bidder shall consist of : Power of Attorney/written authorization from Board of Directors or Proprietor |
| | D. Submission and Opening of Bids |
| ITB 20.1 | Procuring Entity's address for bid submission is: <u>Office of the Resident Commissioner, Assam Bhawan, New Delhi.</u> <i>Original Copy of EMD is required to be submitted if paid through Bank Guarantee/Term Deposit at the Office of The Resident Commissioner, Assam House, New Delhi</i> |
| | The deadline for Bid Submission is: <i>[30/06/2023 at 03.00 pm]</i> |
| ITB 26.1 | The bid opening shall take place : <i>[Assam House, No.1, Bordoloi Marg, Chanakyapuri, New Delhi - 110021]</i> The date and time for Bid opening is: <i>[30/06/2023 at 04.00 pm]</i> |
| | E. Evaluation and Comparison of Bids |
| ITB 31 | <i>Subcontracting is not permitted.</i> |
| ITB 35.2 (a) | Bids will be evaluated as per details at Section IV : Evaluation and Qualification Criteria |


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Section IV – Evaluation and Selection Criteria

This Section contains all the criteria that the Employer shall use to evaluate a bid and qualify the Bidders in accordance with ITB 32, 33 and 34, no other factors, methods or criteria shall be used.

1. Evaluation (ITB 32)

1.1. Evaluation Criteria {ITB 32.2 (e)}

(a) The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. The Selection process will be as under :

- Screening based upon technical evaluation.
- Grading of Qualification Information as defined.
- Financial evaluation.

(b) The Technical Bids will be evaluated First and Qualification Information and Financial Bid of only those whose bids are found responsive in the technical evaluation will be opened and further evaluated.

(c) The selection process would be Quality and Cost Based Selection (QCBS). The Evaluation Committee will select the Agency by giving 70% weightage to the Qualification Information and 30% weightage to the financial bid.

Technical Evaluation:-

(d) The bidders must meet the requirements of technical bid as provided in **Section VI - Bidding Form 2**. Any bidder not meeting any of the requirements of technical bid at Bidding Form 2 or who has not deposited the required bid security in prescribed format, will not be shortlisted for further evaluation.

Grading of Qualification Information

(e) The bidders who are fulfilling the technical bid shall be considered for further evaluation of qualification Information as per following parameters :

| Sl No | Qualifying Criteria | Documents required | Maximum Marks | Marking Criteria |
|-------|--|---|---------------|---|
| 1 | The Bidder should have preferably executed annual volume of Services of restaurant management or catering service of at least Rs. 25.00 lakhs during any one of the last 5 (five) financial years; | Annual Audited Statement / CA Certificate | 10 | <u>During last 5 (five) years :</u> Annual Volume < Rs. 25 L = 0 Marks Annual Volume >=Rs. 25 L and <35L = 5 Marks Annual Volume >=Rs. 35 L and <50L = 7Marks Annual Volume >= Rs. 50 L and above = 10 Marks |

| | | | | |
|---|--|--------------------------------------|----|---|
| 2 | The Bidder should preferably have experience as service provider in the provision of at least two catering service/restaurant management contracts during last 5 (five) years; | Copies of Work Order | 10 | <p><u>During last 5 (five) years</u></p> <p>Less than 2 prior catering service /restaurant management contract = 0 marks</p> <p>2 prior catering service /restaurant management contract = 5 marks</p> <p>> 2 prior catering service /restaurant management contract = 10 marks</p> |
| 3 | The bidder should preferably have liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount of Rs. 20 lakh | CA Certificate/ Letter of Credit/ | 5 | <p>Liquid assets of < Rs. 20 L = 0 marks</p> <p>Liquid assets of >=Rs. 20 L and <Rs. 30L = 3 marks</p> <p>Liquid assets > Rs. 30 L = 5 marks</p> |

| | | | | |
|---|---|--|----|--|
| 4 | The bidder should preferably have at least one 3.5 Star Rated Restaurant in operation as on date of evaluation on TripAdvisor, Google or other popular food app such as Zomato, Swiggy, etc.. | Details of the Restaurants/ Hotels | 15 | <p>No Restaurant with 3.5 star rating or rating less than 3.5 star = 0 marks</p> <p>>=3.5 Star rating on one app = 5 marks</p> <p>>= 3.5 Star rating on two app = 10 marks</p> <p>>= 3.5 Star rating on more than three app = 15 marks</p> |
| 5 | The bidder should preferably deploy a Manager with experience in Restaurant Management. Preference will be given to Personnel having prior work experience and educational qualification in Hospitality Management. | Copies of Educational Certificate, Experience Certificate | 10 | <p>Manager with less than 2 years prior experience in Restaurant management = 0 marks</p> <p>Manager with 2 to 5 years prior experience in Restaurant management = 5 marks</p> <p>Manager with more than 5 years prior experience in Restaurant management = 7marks</p> <p>Manager with prior experience in Restaurant management with educational qualification of atleast Diploma level in hospitality management = 10 marks</p> |

| | | | | |
|---|--|--|----|--|
| 6 | The bidder should preferably be able to deploy at least one Head Chef with prior experience in preparation of authentic Assamese cuisine and other ethnic cuisine of Assam. Preference shall be given to Personnel having prior experience and formal qualification in culinary field. | Experience Certificates mentioning clearly the experience in preparation of authentic Assamese cuisine and other ethnic cuisine of Assam, Documents of Formal Qualification of proposed Chefs | 30 | <p>Ability to deploy 1 number of Chefs with prior experience in preparation of authentic Assamese cuisine and other ethnic cuisine of Assam = 20 marks</p> <p>Ability to deploy 2 numbers or more of Chefs with prior experience in preparation of authentic Assamese cuisine and other ethnic cuisine of Assam = 25 marks</p> <p>Ability to deploy 2 numbers or more of Chefs with prior experience in preparation of authentic Assamese cuisine and other ethnic cuisine of Assam having formal qualification of at least diploma level in culinary field = 30 marks</p> |
| 7 | The bidder should preferably be able to deploy a minimum of 3 Kitchen helps, 6 servers and 2 cleaners at a time, in addition to the Manager and Chefs. Preference will be given to Personnel having prior experience. | Details of Personnel as per point 3 of Qualification Information Format, Experience Certificates | 20 | <p>Ability to deploy less than 3 kitchen helps = 0 marks</p> <p>Ability to deploy 3 kitchen helps = 4 marks</p> <p>Ability to deploy more than 3 kitchen helps = 8 marks</p> <p>Ability to deploy less than 6 servers = 0 marks</p> <p>Ability to deploy 6 servers = 4 marks</p> <p>Ability to deploy more than 6 servers = 8 marks</p> <p>Ability to deploy less than 2 cleaners = 0 marks</p> <p>Ability to deploy 2 cleaners = 2 marks</p> <p>Ability to deploy more than 2 cleaners = 4 marks</p> |

The Bidder shall include the following information and documents with their Bids

- a) total monetary value of Services performed for each of the last five years;
- b) experience in Restaurant Management Services for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- c) annual audited financial statements, including profit & loss statements for last 5 (five) financial years;
- d) qualifications and experience of management and personnel proposed for the Contract;
- e) credit line / Letter of Credit / Certificate from Its Banker for meeting the fund requirement for execution of Services.

All pages of all documents submitted are to be duly self-attested by the bidder.

Short-listing of bidders after Technical Evaluation and Grading of Qualification Information :

The bidders who score total 70 out of 100 marks as stated hereinabove shall be qualified and shall be included in the shortlist for opening and evaluation of their financial bid. However, if the number of such post-qualified bidders is less than two, the Evaluation Committee may in its sole discretion, post-qualify the bidder(s) whose technical score is less than 70 marks but is more than 60 marks.

Evaluation of Financial Bid :

1. In the second stage, the financial evaluation will be carried out.
2. For financial evaluation, the rates indicated in the financial bid only shall be considered. On financial evaluation, the shortlisted bidders will be given total score which will be determined as under ;
 - (a) 70% weightage will be given to the Technical Score
 - (b) 30% weightage will be given to the Financial Score

Combined and final evaluation :

1. Proposals of the post qualified bidder(s) during the process of evaluation of the technical bid will finally be ranked according to the total score (Technical Score + Financial Score).
2. The successful bidder shall be the first ranked bidder (whose total score is the highest). The second ranked bidder shall be kept in reserve and maybe invited for negotiations in case the first ranked bidder withdraws, or fails to comply with the requirements specified hereinabove.

Formula for determining the financial scores :

Sf = 100 x F/ Fh In which Sf is the Financial Score
Fh is the highest price quoted above minimum value of Rs 50,000 per month
F is the price quoted by the respective bidders

The weight age given to the technical and financial proposals are T = 0.70 and P = 0.30
Combined total score (S) = (St x 0.7) + (Sf x 0.3)

Section V – Activity Schedule / Terms of Reference

The Service Provider shall run the Restaurant situated at the ground floor of Assam House, 1, Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi – 110021 for providing authentic Assamese food for the guests of Assam House, New Delhi as well as the general customers.

A. CATERING SERVICE

- a) The food shall be prepared under hygienic conditions with utmost care.
- b) Contractor will ensure that the food is served fresh, hot and on time.
- c) All items to be served for bed-tea, breakfast, lunch, dinner, etc. (timings shall be fixed by the office of the Resident Commissioner, Assam Bhawan, New Delhi) should be freshly prepared in the kitchen using good quality ingredients. The contractor will arrange grocery, vegetables, oil, etc. required for preparation of food. Items of only reputed brands shall be used.
- d) The cost of fuel/cooking gas shall be borne by the caterer/contractor himself.
- e) Electricity and water charges shall be borne by the contractor.
- f) Cooking accessories like utensils, cooking vessels and other items and equipment used for cooking will have to be arranged by the contractor who will also ensure that these shall be maintained and kept spotless clean.
- g) The caterer/ contractor has to keep ready washed and clean towels and good quality liquid soaps in wash basins of the dining hall and common washroom areas in Restaurant. Hand Sanitizer shall be kept at the restaurant entrance.
- h) The wash basins and washrooms of the dining hall shall be kept clean at all times.
- i) The catering has to be provided both in common dining hall as well as in rooms as per requirement of the guests of Assam House, New Delhi.
- j) SERVING & CONSUMPTION OF ALCOHOL AND TOBACCO IN THE PREMISES OF ASSAM HOUSE, NEW DELHI IS STRICTLY PROHIBITED. The contractor will have to ensure the same. Any violation of the same shall be dealt with seriously by the office of the Resident Commissioner, Assam Bhawan, New Delhi.
- k) No other commercial activities in the Assam House premises shall be permissible except that of allowing the restaurant for general public also.
- l) The contractor shall also provide catering services whenever required by the office of the Resident Commissioner, Assam Bhawan, New Delhi. The menu for the same shall be prepared in consultation with the Assam House, New Delhi authorities.
- m) The contractor is required to provide packaged drinking mineral water or any other packaged food material procured from outside, at the rate not exceeding the MRP of such items to the Guests and during functions/meetings/events as per the requirement of Assam House, New Delhi.

B. DINING HALL & KITCHEN

- a) Furniture for the Restaurant Dining Hall including serving trolleys, etc. shall be procured by the contractor.
- b) The contractor shall ensure interiors of the Restaurant are decorated suitably as per traditions and sensibilities of State of Assam for giving its customers the authentic Assamese experience while dining.
- c) The contractor shall ensure all tables and chairs, tableware, napkins, table mats and all cutlery and accessories are clean and arranged properly.
- d) The contractor will maintain a feedback register to ensure improvement in quality of food, service and cleanliness of the dining area. He/she shall provide the same for inspection whenever sought by the authorities of Assam House, New Delhi.
- e) The Restaurant area including the kitchen and washrooms shall be cleaned on a regular basis daily. Deep cleaning of the kitchen area including equipment and utensils may be done at least every week or as and when directed by the competent authority.
- f) Storage of raw food shall be done properly and at correct temperature.
- g) Perishable food items like pickles, jam, sauce, etc. shall not be stored beyond their expiry dates.
- h) The quality of food preparation and services of food and beverage can be supervised at any time by an authorized officer of Government of Assam/Assam House, New Delhi and the Contractor shall be bound by the advice of such officer on professional issues relating to preparation and service of food and beverages.
- i) The quality of raw material used for providing food and beverage must be of good standard and must be purchased from standard shops. Spices and condiments used must be of standard reputed brands. The Assam House, New Delhi authorized representatives will have authority to inspect such articles of food and provisions as well as take proper samples of raw materials and will have full powers to order discontinuance of use of such articles of food and provision which are found to be of unsatisfactory standard.

C. RESTAURANT TIMING AND MANPOWER

- a) The Restaurant shall function from 06:00 AM to 11:00 PM (timings shall be fixed by the office of the Resident Commissioner, Assam Bhawan, New Delhi).
- b) At any time, the contractor has to maintain sufficient staff for the restaurant at his own cost so as to maintain the smooth operations in cooking, serving, clearing and cleaning. The contractor has to maintain a minimum of 14 staffs which will include 1 Manager, 2 Head Chefs, 3 Kitchen mates, 6 servers and 2 cleaners to ensure smooth service in the dining hall and Guest Rooms. The contractor is liable to maintain the minimum strength of staff all the time at least at the levels, as per the information provided by him during the bid which was used for marking and evaluation purpose.
- c) The Manpower deployed by the contractor should be fully vaccinated against COVID-19.
- d) The Contractor shall submit details of all its staff along with their proper Police Verification / Character Antecedents Report to the office of the Resident Commissioner, Assam Bhawan, New Delhi, prior to their engagement in the restaurant.
- e) The Contractor shall intimate the office of the Resident Commissioner, Assam Bhawan, New Delhi in case of replacement of any of its staff.
- f) The Contractor is required to increase the number of staff whenever required at his own cost.
- g) The Contractor shall endeavor to employ natives from the State of Assam, as far as practicable, without compromising on quality of service. At least 50% of the servers should be natives from Assam.

D. MENU AND PRICE OF ITEMS

- a) Assam House endeavors to be a central place for the people of Delhi to taste delicious Assamese Cuisine. Hence it shall be mandatory for the contractor to be able to provide for most of the time, at least half of the items mentioned at Sl. No. 1 to Sl. No.98 of Group B of Form 6 (Form of Priced Menu Chart) of Section VI of this document.
- b) The prices of the items will be fixed in consultation with the office of the Resident Commissioner, Assam Bhawan, New Delhi. The Priced Menu chart shall be provided to the customers at the Restaurant as well as in the Guest Rooms of Assam House, New Delhi. The prices of the items shall not exceed the price cap mentioned at the part 6 of the Section VI of this document. In case of any complaints received in this regard, appropriate actions would be initiated against the contractor for violation of the terms and conditions.
- c) The office of the Resident Commissioner, Assam Bhawan, New Delhi may, on some special occasions, ask the contractor to prepare and serve special food items for VVIPs Guests or any other official event, the rates of which may be fixed on negotiation.
- d) The Contractor may introduce additional food items in the Restaurant which are not mentioned in the contract; however, the price of such food items shall be fixed on approval from the office of the Resident Commissioner, Assam Bhawan, New Delhi.
- e) The Caterer/contractor will have to provide printed invoices to the customers. The contractor alone shall be responsible for the collection of dues from the customers to whom he provides his services. If necessary, he may coordinate with the reception desk for getting details of check-in/check-out timings and any other contact details of the guests of Assam House, New Delhi.
- f) The catering contractor shall be wholly responsible for payment of any and all taxes under GST and the existing or future Laws, Acts, Rules, Orders, Notifications, etc. issued by the Central or State Governments or any local authority, or body in respect or in connection with services and that the Resident Commissioner, Assam Bhawan shall not be liable to pay such taxes, rates, duties, etc., whether existing or which may accrue in future.

E. SECURITY

- a) The contractor has to follow all rules as may be framed by the office of the Resident Commissioner, Assam Bhawan, New Delhi from time to time regarding movement of material and equipment to and from the campus, issue of identity cards and control of entry of personnel.
- b) Prevention of loss or theft of property from the kitchen, dining hall and floor pantries of Assam House, New Delhi will be the responsibility of the contractor and in case of any loss will have to be replaced by the contractor at their own cost.
- c) The contractor shall deploy adequate fire safety devices in the cooking and dining area for prevention of any fire hazards.

F. UNIFORMS


- a) All the staff should be always in uniform and be neatly attired.
- b) The kitchen staff should wear proper uniforms with gloves, headgear, aprons and protective gears to maintain hygienic conditions and avoid accidents while preparing and serving food.
- c) The contractor will provide all the uniforms, protective gears etc. as needed at his own cost.

G. GENERAL

- a) The service provider should ensure the Health and Safety measures of the employees and the customers. Resident Commissioner, Assam Bhawan, New Delhi or any other Officer entrusted shall have the right to conduct health checkup of the staff at any time.
- b) The contractor shall be responsible for the lodging of its staff. No staff shall be allowed to reside in the premises of Assam House, New Delhi.
- c) The service provider shall ensure that no labour dispute is referred to Govt. of Assam. The Service Provider at all times should indemnify the Govt. of Assam/Its officials against all claims, damages or compensation under provision of Payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act 1938, Workman Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time.
- d) The service provider will arrange for necessary licenses and certificates (FSSAI registration, trade license etc).
- e) The Contract shall initially be valid for a period of 1 (One) year and maybe extended for another year subject to satisfactory performance and mutual acceptance on same terms and conditions.
- f) If any personnel employed by the contractor is found guilty of any misconduct, the contractor have to immediately replace him/her on written instruction from the competent authority.
- g) The contractor shall arrange to properly dispose of the waste and garbage generated in and incidental to the operations of the Restaurant.
- h) The contractor shall not hand over the possession of premises or he shall not reassign this contract or sub-lease the premises to any third party during the period of contract.
- i) On the cessation of the catering contract, the contractor shall forthwith discontinue to use and handover peacefully, possession to the Resident Commissioner, Assam Bhawan of the said restaurant in good condition.

H. LICENSE FEE :

- a) Nothing contained herein shall be construed as creating a monthly tenancy or creating any interest in favour of the catering contractor in respect of the Restaurant premises used by the catering contractor in connection with the purpose of this catering contract. The status of the catering contractor will be only of a 'licensee' and not 'lessee; or 'tenant'.
- b) The contractor shall have to pay the License Fee as fixed per month to Government of Assam by the 7th of every month.


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Section VI – Bidding Forms

1. Letter of Bid

The Bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

Date: **[insert date (as day, month and year) of Bid Submission]**

Bid Ref. No.: **[insert number of bidding process]**

To: **[insert complete name of Employer]**

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 10);
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with ITB 4;
- (c) We offer to function in conformity with the Bidding Documents and in accordance with the details specified in the Activity Schedule/Terms of Reference;
- (d) We have deposited the bid security and we note that it will not bear any interest and is liable for forfeiture;
- (e) The price rates are specified in the Priced Menu Chart;
- (f) We offer to pay the monthly License Fee as quoted in our Bid Form 7;
- (g) If our bid is accepted, we commit to submit the performance security in accordance with the Bidding Documents;
- (h) We are not participating as a Bidder in more than one bid in this bidding process in accordance with ITB 4.3(e);
- (i) We are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
- (j) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in ITB Para 3 of the Bidding Documents.
- (k) We hereby certify that we have fulfilled our obligations to pay all such taxes, fees, etc., as payable to the Central Government or the State Government or any local authority;

- (l) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (m) We hereby certify that none of our staff have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications;
- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.


Name of the Bidder

Name of the person duly authorized to sign the Bid on behalf of the Bidder

Title of the person signing the Bid

Signature of the person named above

Date signed


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 Assam Bhawan, New Delhi

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 General Administration Department &
 Officer on Special Duty
 Assam Bhawan, New Delhi


2. Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Bid Ref. No.: *[insert number of bidding process]*

| |
|--|
| 1. Bidder's Name <i>[insert Bidder's legal name]</i> |
| 2. Bidder's year of registration: <i>[insert Bidder's year of registration]</i> |
| 3. Bidder's Address: <i>[insert Bidder's legal address]</i> |
| 4. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i> |
| 5. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> Organizational chart, a list of Board of Directors, and the beneficial ownership. <input type="checkbox"/> Income Tax Registration Document <input type="checkbox"/> Self attested copy of PAN Card <input type="checkbox"/> GSTIN Registration Certificate <input type="checkbox"/> Any other document (please specify) |


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3. Qualification Information

1. Total annual volume of Services performed in five years: *[insert]*
2. Details of Services performed as prime Service Provider on the provision of Services of a similar nature over the last five years.


| Organisation Name | Name of employer and contact person | Type of Services provided and period of service | Annual Turnover |
|-------------------|-------------------------------------|---|-----------------|
| (a) | | | |
| (b) | | | |

3. Qualifications and experience of key personnel proposed for administration and execution of the Contract. (Attach education / experience certificates)

| Position | Name | Age | Formal qualification | Years of experience in proposed position |
|----------|------|-----|----------------------|--|
| (a) | | | | |
| (b) | | | | |

4. Financial reports for the last five years: balance sheets, income tax returns filed for last 5 years, profit and loss statements, auditors' reports, , annual audited financial statements etc. List below and attach copies;
5. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 5;
6. Statement of compliance with the requirements of ITB 6.2
7. Proposed Program (service work method and schedule).
8. Bidders should provide any additional information required **in the BDS**.

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4. Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: *[Employer to insert its name and address]*

Bid Ref. No.: *[Employer to insert reference number for the Invitation for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder,]* (hereinafter called "the Applicant") will submit to the Beneficiary its _____ bid (hereinafter called "the Bid") for the execution _____ of _____ under Bid Ref. No. _____ ("the Bidding Documents").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

5. Proforma for Other Details of Bidder and its Bank

1. Name & full address of the Bidder:

2. (a) Telephone & Fax No

(b) Email

3. Details of two Persons that Employer may contact for requests for clarification during bid evaluation:

| | 1st | 2nd |
|---------------------------|-----|-----|
| (i) Name: | | |
| (ii) Tel number (direct): | | |
| (iii) Mobile No. | | |
| (iv) Email address | | |

4. Bank details from where the Bank Guarantee for Bid Security has been issued:

(i) Name and address of the Bank:


(ii) Name of the contact Person

(iii) Phone number/Mobile

(iv) Fax Number

(v) Email address

Signature and seal of the Bidder

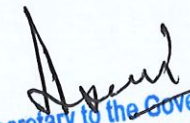

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Officer on Special Duty
Assam Bhawan, New Delhi

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Assam Bhawan, New Delhi

6. Form of Priced Menu Chart

Group A : Tea, Beverages, Breakfast & Snacks


| Sl. No. | Item | Unit | Price Cap in INR (exc. Tax) | Unit cost in INR | GST in INR | Total Unit Cost inclusive of all Taxes | Total cost in INR |
|-------------------|---|--------------------------|-----------------------------|------------------|------------|--|-------------------|
| 1 | Black Tea | 1 cup | 10/- | | | | |
| 2 | Green Tea | 1 cup | 15/- | | | | |
| 3 | Milk Tea | 1 cup | 25/- | | | | |
| 4 | Black Coffee | 1 cup | 15/- | | | | |
| 5 | Milk Coffee | 1 cup | 30/- | | | | |
| 6 | Fruit Juice | 1 glass or tetra pack | MRP | | | | |
| 7 | Packaged Drinking Water | 1 Ltr | MRP | | | | |
| 8 | Cornflakes & Milk | Per Bowl | 40/- | | | | |
| 9 | Bread Toast & Butter/Jam | 2 slice Bread | 25/- | | | | |
| 10 | Egg Omelette | 2 eggs | 30/- | | | | |
| 11 | Poached Egg | 1 egg | 15/- | | | | |
| 12 | Scrambled Eggs / Bhurji | 2 eggs | 20/- | | | | |
| 13 | Boiled Egg | 1 egg | 10/- | | | | |
| 14 | Puri Sabji | 4 puri with 1 bowl sabji | 50/- | | | | |
| 15 | Fruit Bowl | 1 bowl | 50/- | | | | |
| 16 | Onion Pakoda (8 pc) | Per plate | 80/- | | | | |
| 17 | Vegetable Pakoda (Cauliflower, Brinjal, Potato, Curry Leaf, Spinach, etc.) (8 pc) | Per plate | 80/- | | | | |
| 18 | Paneer Pakoda | Per Plate | 100/- | | | | |
| 19 | Chicken Pakoda | Per Plate | 120/- | | | | |
| 20 | Vegetable Sandwich | Per Plate | 60/- | | | | |
| 21 | Vegetable Sweet Corn Soup | Per bowl | 90/- | | | | |
| 22 | Lemon Ginger Coriander Soup | Per bowl | 60/- | | | | |
| 23 | Chicken Soup | Per bowl | 100/- | | | | |
| TOTAL of A | | - | | | | | |


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Group B : Lunch, Dinner & Dessert

| Sl. No. | Item | Unit | Price Cap in INR (exc. Tax) | Unit cost in INR | GST in INR | Total Unit Cost inclusive of all Taxes | Total cost in INR |
|------------------------|---|-----------|-----------------------------|------------------|------------|--|-------------------|
| Ala Carte Items | | | | | | | |
| 1. | Rice (good quality Aijong / Joha / Basmati) | Per plate | 100/- | | | | |
| 2. | Roti | Per piece | 10/- | | | | |
| 3. | Yellow Dal | Per bowl | 80/- | | | | |
| 4. | Black Dal / Mati Dali | Per Plate | 110/- | | | | |
| 5. | Khar | Per Plate | 100/- | | | | |
| 6. | Banana Flower Potato Fry | Per Plate | 100/- | | | | |
| 7. | Potato Fry | Per Plate | 80/- | | | | |
| 8. | Baby Potato (Guti Aloo) Fry | Per Plate | 80/- | | | | |
| 9. | Aloo Pitika | Per Plate | 50/- | | | | |
| 10. | Jackfruit Sabji | Per Plate | 100/- | | | | |
| 11. | Raw Banana Fry | Per Plate | 60/- | | | | |
| 12. | Chicken Potato Gravy | Per Plate | 220/- | | | | |
| 13. | Chicken with Bamboo Shoot | Per Plate | 250/- | | | | |
| 14. | Chicken with Banana Flower | Per Plate | 250/- | | | | |
| 15. | Chicken in Sesame Seed Gravy | Per Plate | 250/- | | | | |
| 16. | Chicken in Rice Flour Gravy | Per Plate | 220/- | | | | |
| 17. | Chicken with Black Dal | Per Plate | 220/- | | | | |

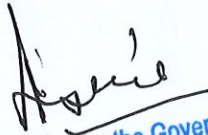
| | | | | | | | |
|-----|---|-----------|-------|--|--|--|--|
| 18. | Chicken in Colocasia (Kosu) Gravy | Per Plate | 250/- | | | | |
| 19. | Chicken in Pumpkin Gravy | Per Plate | 250/- | | | | |
| 20. | Chicken Liver Fry | Per Plate | 200/- | | | | |
| 21. | Goroi Fish Fry | Per Plate | 150/- | | | | |
| 22. | Goroi Fish in Outenga / Thekera Tenga / Tomato / Sorsori / Lao, etc. | Per Plate | 200/- | | | | |
| 23. | Goroi Fish Steamed (Patot Diya) | Per Plate | 150/- | | | | |
| 24. | Sol Fish Fry | Per Plate | 250/- | | | | |
| 25. | Sol Fish in Outenga / Thekera Tenga / Tomato / Sorsori / Lao, etc. | Per Plate | 300/- | | | | |
| 26. | Sol Fish Steamed (Patot Diya) | Per Plate | 250/- | | | | |
| 27. | Borali Fish Fry | Per Plate | 250/- | | | | |
| 28. | Borali Fish in Outenga / Thekera Tenga / Tomato / Sorsori / Lao, etc. | Per Plate | 300/- | | | | |
| 29. | Borali Fish Steamed (Patot Diya) | Per Plate | 250/- | | | | |
| 30. | Ari Fish Fry | Per Plate | 250/- | | | | |
| 31. | Ari Fish in Outenga / Thekera Tenga / Tomato / Sorsori / Lao, etc. | Per Plate | 300/- | | | | |
| 32. | Ari Fish Steamed (Patot Diya) | Per Plate | 250/- | | | | |
| 33. | Chital Fish Fry | Per Plate | 400/- | | | | |
| 34. | Chital Fish in Outenga / Thekera Tenga / Tomato / Sorsori / Lao, etc. | Per Plate | 420/- | | | | |
| 35. | Chital Fish Steamed (Patot Diya) | Per Plate | 400/- | | | | |
| 36. | Muwa Fish Fry | Per Plate | 200/- | | | | |


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| | | | | | | | |
|-----|---|-----------|-------|--|--|--|--|
| 37. | Muwa Fish in Outenga / Thekera Tenga / Tomato / Sorsori / Lao, etc. | Per Plate | 250/- | | | | |
| 38. | Muwa Fish Steamed (Patot Diya) | Per Plate | 200/- | | | | |
| 39. | Kawoi Fish Fry | Per Plate | 250/- | | | | |
| 40. | Kawoi Fish in Outenga / Thekera Tenga / Tomato / Sorsori / Kosu / Lao, etc. | Per Plate | 300/- | | | | |
| 41. | Kawoi Fish Steamed (Patot Diya) | Per Plate | 250/- | | | | |
| 42. | Mutton in Black Dal | Per Plate | 400/- | | | | |
| 43. | Mutton Potato Gravy | Per Plate | 400/- | | | | |
| 44. | Duck in Potato Gravy | Per Plate | 400/- | | | | |
| 45. | Duck with Ash Gourd (Kumura) | Per Plate | 400/- | | | | |
| 46. | Pork Dry Fry | Per Plate | 350/- | | | | |
| 47. | Pork Bamboo Shoot | Per Plate | 350/- | | | | |
| 48. | Pork Bhoot Jolokia | Per Plate | 350/- | | | | |
| 49. | Pork Mustard Greens | Per Plate | 350/- | | | | |
| 50. | Pork in Sesame Seed Gravy | Per Plate | 350/- | | | | |
| 51. | Pork in Rice Flour Gravy | Per Plate | 400/- | | | | |
| 52. | Pork in Black Dal | Per Plate | 400/- | | | | |
| 53. | Pork in Potato Gravy | Per Plate | 350/- | | | | |
| 54. | Pork in Tomato Gravy | Per Plate | 350/- | | | | |
| 55. | Pork in Colocasia (Kosu) Gravy | Per Plate | 400/- | | | | |
| 56. | Pork Pumpkin Gravy | Per Plate | 350/- | | | | |


| | | | | | | | |
|-----|-----------------------|-----------|-------|--|--|--|--|
| 57. | Pork Khorika | Per Plate | 325/- | | | | |
| 58. | Chicken Khorika | Per Plate | 300/- | | | | |
| 59. | Fish Khorika | Per Plate | 300/- | | | | |
| 60. | Mix Vegetable Sabji | Per Plate | 120/- | | | | |
| 61. | Mix Vegetable Dry Fry | Per Plate | 120/- | | | | |

| | | | | | | | |
|-----|---|-----------|-------|--|--|--|--|
| 62. | Mix Vegetable Boil | Per Plate | 100/- | | | | |
| 63. | Green Vegetables Stir Fried | Per Plate | 100/- | | | | |
| 64. | Green Vegetable Boil | Per Plate | 90/- | | | | |
| 65. | Palak Paneer | Per Plate | 150/- | | | | |
| 66. | Matar Paneer | Per Plate | 150/- | | | | |
| 67. | Shahi Paneer | Per Plate | 150/- | | | | |
| 68. | Egg Potato Curry | Per Plate | 150/- | | | | |
| 69. | Egg Masala | Per Plate | 120/- | | | | |
| 70. | Chicken Dry Fry | Per Plate | 200/- | | | | |
| 71. | Rohu Fish Fry | Per Plate | 200/- | | | | |
| 72. | Rohu Fish in Outenga / Thekera Tenga / Tomato / Sorsori / Lao, etc. | Per Plate | 250/- | | | | |
| 73. | Rohu Fish Steamed (Patot Diya) | Per Plate | 200/- | | | | |
| 74. | Ilish Fish Fry | Per Plate | 480/- | | | | |
| 75. | Ilish Fish in Outenga / Thekera Tenga / Tomato / Sorsori / Lao, etc. | Per Plate | 500/- | | | | |
| 76. | Ilish Fish Steamed (Patot Diya) | Per Plate | 500/- | | | | |
| 77. | Pabha Fish Fry | Per Plate | 250/- | | | | |


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| | | | | | | | |
|-----|--|-----------|-------|--|--|--|--|
| 78. | Pabha Fish in Outenga / Thekera Tenga / Tomato / Sorsori / Lao, etc. | Per Plate | 300/- | | | | |
| 79. | Pabha Fish Steamed (Patot Diya) | Per Plate | 250/- | | | | |
| 80. | Paneer Tikka | Per Plate | 250/- | | | | |
| 81. | Papad | Per Piece | 15/- | | | | |
| 82. | Salad | Per Plate | 25/- | | | | |

| Chutney / Pitika | | | | | | | |
|-------------------------|--|-----------|-------|--|--|--|--|
| 83. | Roasted Mashed Tomato | Per Plate | 50/- | | | | |
| 84. | Roast Mashed Cherry Tomato | Per Plate | 50/- | | | | |
| 85. | Roast Mashed Brinjal | Per Plate | 50/- | | | | |
| 86. | Mint / Chana / Chili / Coriander / Sesame Seed, etc. Chutney | Per Plate | 30/- | | | | |
| 87. | Fish (Muwa / Kawoi / Goroi) Pitika | Per Plate | 70/- | | | | |
| Dessert | | | | | | | |
| 88. | White Rice Kheer | Per Plate | 50/- | | | | |
| 89. | Black Rice Kheer | Per Plate | 70/- | | | | |
| 90. | Bora Saul with Cream and Jaggery | Per Plate | 100/- | | | | |
| 91. | Curd with Sweet Boondi | Per Plate | 50/- | | | | |


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| Thali | | | | | | | |
|-------------------|---|-----------|-------|--|--|--|--|
| 92. | Veg Thali (Rice, Dal, Paneer, Mix Veg Sabji, Green Veg, Veg Fry, Alu Pitika, Khar, Chutney, Papad, Salad, Dessert) | Per Plate | 200/- | | | | |
| 93. | Chicken Thali (Rice, Dal, Chicken Gravy, Mix Veg Sabji, Green Veg, Veg Fry, Alu Pitika, Khar, Chutney, | Per Plate | 300/- | | | | |
| 94. | Papad, Salad, Dessert) | | | | | | |
| 95. | Fish Thali (Rice, Dal, Fish Gravy, Mix Veg Sabji, Green Veg, Veg Fry, Alu Pitika, Khar, Chutney, Papad, Salad, Dessert) | Per Plate | 300/- | | | | |
| 96. | Pork Thali (Rice, Dal, Pork Gravy, Mix Veg Sabji, Green Veg, Veg Fry, Alu Pitika, Khar, Chutney, Papad, Salad, Dessert) | Per Plate | 350/- | | | | |
| 97. | Mutton Thali (Rice, Dal, Mutton Gravy, Mix Veg Sabji, Green Veg, Veg Fry, Alu Pitika, Khar, Chutney, Papad, Salad, Dessert) | Per Plate | 400/- | | | | |
| 98. | Duck Thali (Rice, Dal, Duck Gravy, Mix Veg Sabji, Green Veg, Veg Fry, Alu Pitika, Khar, Chutney, Papad, Salad, Dessert) | Per Plate | 400/- | | | | |
| TOTAL of B | | - | | | | | |

Signature and Seal of Bidder / Authorized Signatory

Note : The bidder can add items to the list (final menu along with rates will be fixed in consultation with the office of the Resident Commissioner, Government of Assam, Assam Bhawan, New Delhi.)

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[Signature]
 Joint Secretary to the Government of Assam
 General Administration Department &
 Officer on Special Duty
 Assam Bhawan, New Delhi

7. Financial Bid

Format for License Fee Offer

**(TO BE ENCLOSED SEPERATELY IN THE ENVELOPE TO BE TITLED
"FINANCIAL BID")**

To,
The Principal Resident Commissioner
Government of Assam,
Assam Bhawan, New Delhi

Sub: Financial Bid/License Fee Offer for Catering Services at Assam House, 1
Gopinath Bordoloi Marg, Chanakyapuri, New Delhi.

Sir,

I / We..... herewith submit the financial offer
for the Catering Service at Restaurant, Assam House, 1, Lokpriya Gopinath Bordoloi
Marg, Chanakyapuri, New Delhi.

The monthly license fee for providing Catering Services at Assam House, 1 Gopinath
Bordoloi Marg, Chanakyapuri, New Delhi shall be Rs..... (Rupees
.....Only).

Note :

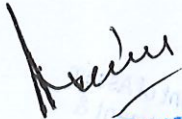
- 1) I/We understand that the above-mentioned amount shall have to be paid to the
Principal Resident Commissioner by the 10th of every month, should my/our bid be
accepted and the contract be allotted to me/us.
- 2) I/We understand that nothing contained herein shall be construed as creating a
monthly tenancy or creating any interest in my/our favour in respect of the Restaurant
premises used by me/us in connection with the purpose of this catering contract. Our
status will be only of a 'licensee' and not 'lessee' or 'tenant.'

Yours faithfully,

(Name)

(Designation)

Signature of the Service Provider along with Company Seal


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Section VII - General Conditions of Contract

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Activity Schedule" is the Services to be performed by the Service Provider forming part of his Bid;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, **as named in SCC**;
- (c) "Employer" means the party who employs the Service Provider **as specified in SCC**.
- (d) "GCC" means these General Conditions of Contract;
- (e) "Government" means the Government of Assam;
- (f) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
- (g) "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- (h) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer **as specified in SCC**;
- (i) "Service Provider's Bid" means the completed Bidding Document submitted by the Service Provider to the Employer
- (j) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (k) "Specifications" means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer.
- (l) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as specified in the Schedule of Activities included in the Bid at **Section V : Activity Schedule / Terms of Reference**.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Union of India.

1.3 Language

This Contract has been executed in the English Language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice given by one party to the other pursuant to the Contract shall be in writing to **address specified in the SCC**. The term "in writing" means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice's effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication. **Authorized Representatives**

1.5 Inspection and Audit by the Govt. of Assam

1.6 Code of Integrity

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

The Service Provider shall permit the Govt. of Assam and/or persons appointed by the Govt. of Assam to inspect the Site and/or the accounts and records relating to the bid process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Auditors appointed by the Govt. of Assam, if requested. Any act of the Service Provider that intends to materially impede the exercise of the Govt. of Assam's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Govt. of Assam's prevailing sanctions procedures).

The Employer and all officers or employees of the Employer, whether involved in the procurement process or otherwise, or Service Provider and their representatives participating in a bid process or other persons involved, directly or indirectly in the bid process shall maintain an unimpeachable standard of integrity.

Govt. of Assam prescribes to the Employer and Service Provider to uphold the Code of Integrity, which prohibits officers or employee of a Employer or a person participating in a bid process the following :

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the bid process or to otherwise influence the bid process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the bid process;
- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the bid process or of personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the bid process;
- (vii) any obstruction of any obstruction or audit of a bid process; making false declaration or providing false information for participation in –
 - a) tender process or to secure a contract;
 - b) disclosure of Conflict of Interest;
 - c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity;

In case of any breach of the Code of Integrity by a Service Provider or a prospective Service Provider, as the case may be, the Employer/Procuring Entity after giving a reasonable opportunity of being heard, may take appropriate measures including –

- a) exclusion of the Service Provider from the bid process;
- b) recovery of payments made by the Employer along with interest thereon at bank rate;
- c) cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer;
- d) debarment of the Service Provider from participation in future bids of the Govt. of Assam for a period not exceeding three years.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

2.2 Commencement of Services

2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services fifteen (15) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

2.3 Tenure of Contract

Unless terminated earlier pursuant to Sub-Clause 2.6, the tenure of contract shall be for a period of one (1) year from the date of commencement of work under the present catering contract which may be extended from time to time, at the sole discretion of the Office of the Resident Commissioner, Assam Bhawan, New Delhi, as is **specified in the SCC.**

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Bid Price, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition

For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.6 Termination


The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract;
- (b) if the Service Provider becomes insolvent or bankrupt;
- (c) if the Service Provider, the judgement of the Employer has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for on in executing the Contract.

3) Obligations of the Service Provider

1.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ safe methods.


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Assam Bhawan, New Delhi

1.2 Conflict of Interests

1.2.1

The Service Provider shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

1.2.2

Conflict of interest for a Employer or its personnel and Service Provider is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

1.2.3

Govt. of Assam describes the situations in which an Employer or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following –

- a) Conflict of Interest occurs when the private interests of a procuring entity or its personnel, such as personal, non-official, extra-professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a bid official;
- b) within the bidding environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Employer, employment after retirement from service or of relatives or the receipt of a gift that may place the Employer or its personnel in a position of obligation;
- c) Conflict of Interest also includes the use of assets of the Employer including human, financial and material assets, or the use of the office of the Employer or knowledge gained from official functions for private gain or to prejudice the position of someone the Employer or its personnel does not favour;
- d) Conflict of Interest may also arise in situations where the Employer or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Employer;

1.2.4

The situations in which Bidder participating in a bidding process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following-


- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the bid process or execution of contract;
- b) If they receive or have received any direct or indirect subsidy from any other bidder;
- c) If they have the same legal representative for purposes of the bid;

- d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
 - e) If they participate in more than one bid in the same bidding process;
 - f) If they have controlling partners in common;
- 1.3 Service Provider's Actions Requiring Employer's Prior Approval** The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:
- (a) appointing new members of staff;
 - (b) changing the program of activities.
- 1.4 Lack of Performance Penalty** If the Service Provider does not make necessary corrections to defects or complaints pointed out within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider, which will be deducted from the Performance Security deposit.
- 1.5 Performance in Security** The Service Provider shall submit the Performance Security as mentioned the SCC, to the Employer no later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer.
- 1.6 License Fee** The License fee as fixed must be paid by the Bidder on monthly basis to the Resident Commissioner, Assam Bhawan New Delhi by the 10th of every calendar month.
- 1.7 Taxes and Duties** The Service Provider and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Laws.

2. Service Provider's Personnel

- 2.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications for the personnel to be engaged by the Contractor are described in **Section IV : Qualifying Criteria**.
- 2.2 Responsibilities of Contractor** The Contractor shall be solely liable for the employment of his workforce, their lodging, issue of I-cards, uniforms, etc. Under no circumstances will the personnel be allowed to reside in the premises of Assam House, New Delhi.
- 4.2 Removal and/or Replacement of Personnel** (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications, at his own cost, with intimation to the Employer.

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- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement at his own cost, a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

3. Quality Control

3.1 Identification, Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall check the Service Provider's performance and shall give notice to the Service Provider of any defects that are found.
- (b) Every time notice of a Defect is given, the Service Provider shall corrects the notified Defect to the satisfaction of the Employer.
- (c) If the Service Provider has not corrected a Defect specified in the Employer's notice, the Employer will deduct a Penalty for Lack of Performance calculated as described in Sub-Clause 3.6.


4. Settlement of Disputes

4.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably al disputes arising out of or in connection with this Contract or its interpretation.

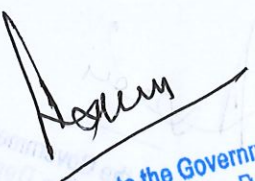
4.2 Dispute Settlement

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party for adjudication / arbitration.


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Section VIII – Special Conditions of Contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| 1.1(c) | The contract name is Engagement of Catering Service Provider (Restaurant Manager) for Assam House, New Delhi |
| 1.1(f) | The Employer is <i>Resident Commissioner, Assam Bhawan, New Delhi</i> |
| 1.1(l) | The Service Provider is _____ <i>[insert name of Service Provider]</i> |
| 1.6 | The addresses are: Employer : _____ Attention : _____ Facsimile : _____ E-mail: _____ Service Provider : _____ Attention : _____ Facsimile : _____ E-mail: _____ |
| 1.6 | The Authorized Representatives are: For the Employer: <i>[name, title]</i> _____ For the Service Provider: <i>[name, title]</i> _____ |
| 2.1 | The date on which this Contract shall come into effect is the date of contract signing. |
| 2.2.2 | The Starting Date for the commencement of Services is 15 days from the date of Contract signing. |
| 2.3 | The tenure of contract shall be for a period of one (1) year from the date of commencement of work |
| 3.5 | The Service Provider shall submit Rs. Ten (10) Lakh as Performance Security to the Employer within the date mentioned in the Letter of Acceptance. |


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